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11 AEROTEK, INC.

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 RYAN DELODDER individually and  
15 on behalf of those similarly situated,

16 Plaintiff,

17 vs.

18 ALLEGIS GROUP, INC., AEROTEK  
19 INC., and DOES I-XX,

20 Defendants.

Case No. CV08-06044 CAS (AGRx)

**ORDER REGARDING  
CONFIDENTIALITY OF  
DISCOVERY MATERIAL**

Room: 5  
Judge: Hon. Christina A. Snyder

21 Having reviewed the parties' Stipulation Regarding Confidentiality of  
22 Discovery Material (hereinafter "Stipulation"), IT IS HEREBY ORDERED:

23 1. Designation of Discovery Materials as Confidential. A party may  
24 designate documents, testimony, and information produced during the course of  
25 discovery as Confidential Information, as set forth below:

26 (a) The designation of Confidential Information shall be made by  
27 placing or affixing on the document, in a manner which will not interfere with its

1 legibility, the word “CONFIDENTIAL.” One who provides material may  
2 designate it as confidential only when such person in good faith believes it contains  
3 sensitive personal information, personnel information, trade secrets or other  
4 confidential research, development, or commercial information. Except for  
5 documents produced for inspection at the party’s facilities, the designation of  
6 Confidential Information shall be made prior to, or contemporaneously with, the  
7 production or disclosure of that information. In the event that documents are  
8 produced for inspection at the party’s facilities, such documents may be produced  
9 for inspection before being marked confidential. Once specific documents have  
10 been designated for copying, any documents containing Confidential Information  
11 will then be marked confidential after copying but before delivery to the party who  
12 inspected and designated the documents. There will be no waiver of confidentiality  
13 by the inspection of confidential documents before they are copied and marked  
14 confidential pursuant to this procedure.

15 Documents that have been designated “CONFIDENTIAL” pursuant to the  
16 Stipulated Order Regarding Confidentiality of Discovery Material entered by the  
17 court in *David Andrade et al., Individually and on Behalf of All Others Similarly*  
18 *Situated, as Class Representatives v. Aerotek, Inc.*, United States District Court for  
19 the District of Maryland (Northern Division), Case No. 1:08-cv-2668-CCB  
20 (“*Andrade* Action”), that are produced or otherwise used in this litigation  
21 (“*DeLodder* Action”) are also deemed to be designated “CONFIDENTIAL”  
22 pursuant to the Stipulation and this Order. Nothing in the Stipulation and this  
23 Order will modify the obligations of the parties to the Stipulated Order Regarding  
24 Confidentiality of Discovery Material in the *Andrade* Action and others who are  
25 subject to that Stipulated Order, with respect to the use and disclosure of  
26 “CONFIDENTIAL” documents and information in the *Andrade* Action.

27 (b) Portions of depositions of a party’s present and former officers,  
28 directors, employees, agents, experts, and representatives shall be deemed

1 confidential only if they are designated as such when the deposition is taken or  
2 within seven business days after receipt of the transcript. Any testimony which  
3 describes a document which has been designated as "CONFIDENTIAL," as  
4 described above, shall also be deemed to be designated as "CONFIDENTIAL."

5 (c) Information or documents designated as "CONFIDENTIAL"  
6 under this Order Regarding Confidentiality Of Discovery Material ("Order")  
7 entered pursuant to this Stipulation shall not be used or disclosed by the parties or  
8 counsel for the parties or any persons identified in subparagraph (d) below for any  
9 purposes whatsoever other than preparing for and conducting the litigation in which  
10 the information or documents were disclosed (including appeals).

11 (d) Documents or information designated as "CONFIDENTIAL"  
12 shall not be disclosed to any person except to:

13 (i) the Court, including court reporters, stenographic  
14 reporters and other court personnel, as well as any mediator selected by the parties;

15 (ii) counsel of record and other counsel for the parties,  
16 counsel's employees, contractors and agents who have been actively engaged in the  
17 conduct of this litigation, and in-house counsel for Aerotek, Inc. or its parents,  
18 subsidiaries or affiliates (including Aerotek Scientific, LLC);

19 (iii) parties to this litigation;

20 (iv) employees of Aerotek, Inc. or its parents, subsidiaries or  
21 affiliates (including Aerotek Scientific, LLC), as necessary for the defense of this  
22 action;

23 (v) experts or consultants retained by parties or their counsel  
24 for the purpose of assisting in the prosecution or defense of this litigation who have  
25 first consented in writing, by executing Exhibit A of this Order, to be bound by this  
26 Order, including the obligation to not disclose Confidential Information to any  
27 person or entity other than those listed in this subparagraph (d);

28 (vi) fact witnesses or potential fact witnesses, as needed in the

1 preparation and trial of the lawsuit, except that a recipient of Confidential  
2 Information may not provide any fact witness or potential fact witness with a copy  
3 of the Confidential Information to possess, retain or copy, without the witness  
4 having first consented in writing, by executing Exhibit A of this Order, to be bound  
5 by this Order, including the obligation to not disclose such Confidential  
6 Information to any person or entity other than those listed in this subparagraph (d).  
7 The recipient who discloses Confidential Information to any fact witness or  
8 potential fact witness, whether or not such witness is permitted to possess, retain, or  
9 copy the Confidential Information, shall maintain a list specifically identifying the  
10 witness to whom the information was disclosed and the Bates number and/or other  
11 means sufficient to identify such information disclosed, except that a list will not  
12 need to be maintained to the extent Confidential Information is disclosed on the  
13 record during a witness's deposition; and

14 (vii) any other person as to whom the producing party agrees  
15 in writing.

16 (e) Notwithstanding any other provisions of this Order, it has no  
17 effect upon, and its scope shall not extend to, any party's use of its own files or its  
18 own Confidential Information.

19 (f) Except as provided in subparagraph (d) above, counsel for the  
20 parties shall keep all documents designated as "CONFIDENTIAL" which are  
21 received under this Order secure within their exclusive possession and shall take  
22 reasonable efforts to place such documents in a secure area.

23 (f) All copies, duplicates, extracts, summaries, or descriptions  
24 (hereinafter referred to collectively as "copies") of documents or information  
25 designated as "CONFIDENTIAL" under this Order or any portion thereof, shall be  
26 immediately affixed with the word "CONFIDENTIAL" if that word does not  
27 already appear, except for the attorney work product of counsel, which is  
28 maintained in a confidential fashion in the ordinary course of business.

2. Confidential Information Filed with Court. To the extent that any materials subject to this Order (or any pleading, motion or memorandum referring to them) are proposed to be filed or are filed with the Court, those materials and papers, or any portion thereof which discloses Confidential Information, shall be filed under seal (by the filing party) with the Clerk of the Court in an envelope marked "SEALED PURSUANT TO ORDER OF COURT DATED \_\_\_\_\_", together with a simultaneous application pursuant to L.R. 79-5 (hereinafter the "Interim Sealing Application"). The Interim Sealing Application shall be governed by L.R. 79-5. Even if the filing party believes that the materials subject to this Order are not properly classified as confidential, the filing party shall file the Interim Sealing Application; provided, however, that the filing of the Interim Sealing Application shall be wholly without prejudice to the filing party's rights under ¶4 of this Order.

3. All Confidential Information used at trial shall become public absent a separate Court order upon written motion and sufficient cause shown.

4. Challenging Designation of Confidentiality. A designation of confidentiality may be challenged upon motion. The burden of proving the confidentiality of designated information remains with the party asserting such confidentiality.

5. Inadvertent failure to designate Confidential Information shall not be construed as a waiver, in whole or in part, and may be corrected by the producing party by written notification to the recipient promptly upon discovery of the failure to designate.

6. Nothing in this Order shall be deemed to be a limit or waiver of the attorney-client privilege, the work product doctrine, or any other relevant privilege. Further, inadvertent production of privileged information shall not waive the privilege. If privileged information is inadvertently produced, the recipient agrees that, upon written request from the producing party, it shall promptly return all

1 copies of documents and/or electronic media provided containing the privileged  
2 information, and make no use of the privileged information, except that if the  
3 recipient disputes in good faith that the information is privileged, the recipient shall  
4 promptly notify the producing party and may retain on a confidential basis no more  
5 than a single copy of the allegedly privileged information for the sole purpose of  
6 promptly seeking, through an *in camera* review or other confidential means, a  
7 ruling by the Court to determine whether a privilege properly attaches to the  
8 information at issue. If the Court rules that the information is privileged, the  
9 information shall be immediately returned to the producing party.

10 7. In the event that Plaintiff or Defendant or their counsel obtain  
11 information from a third party that Plaintiff or Defendant believes in good faith to  
12 be confidential, they may designate such information Confidential Information  
13 pursuant to this Order and it shall be treated as such in accordance with this Order.

14 8. Return of Confidential Information at Conclusion of Litigation. At the  
15 conclusion of the litigation, all material treated as confidential under this Order and  
16 not received in evidence shall be returned to the originating party (or, in the  
17 alternative, such material shall be destroyed, and counsel for the recipient party  
18 shall execute and provide to counsel for the originating party one or more affidavits  
19 under penalty of perjury attesting to the destruction of such material), with the  
20 exception of any attorney work product, which shall be maintained in a confidential  
21 file. The Clerk of the Court may return to counsel for the parties, or destroy, any  
22 sealed material at the end of the litigation, including any appeals.

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1           9.     The Court shall retain jurisdiction, both before and after the entry of  
2 final judgment in this case, whether by settlement or adjudication, to construe,  
3 enforce, and amend the provisions of this Order.

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5           IT IS SO ORDERED.

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7     Dated: \_July 17, 2009



HON. ALICIA G. ROSENBERG  
United States Magistrate Judge

**EXHIBIT A****AGREEMENT CONCERNING INFORMATION  
COVERED BY A CONFIDENTIALITY ORDER**

The undersigned hereby acknowledges that he has read the Order Regarding Confidentiality Of Discovery Material ("Order") in Ryan DeLodder v. Aerotek, Inc., Civil Action No. CV08-06044 CAS (AGRx), and understands its terms, agrees to be bound by each of those terms, and agrees to subject himself personally to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing its terms. Specifically, and without limitation upon such terms, the undersigned agrees not to use or disclose any Confidential Information made available to him other than in accordance with the Order.

Dated: \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_

(Type or print name of individual)

Of: \_\_\_\_\_  
Name of Employer